

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DYWIDAG SYSTEMS INTERNATIONAL USA, INC.		08/30/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	IKB DEUTSCHE INDUSTRIEBANK AG		
Street Address:	Wilhelm-Botzkes-Strasse 1		
City:	Dusseldorf		
State/Country:	GERMANY		
Postal Code:	40474		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3745005	DYNA FORCE	
Registration Number:	3086371	DYNASHIELD	
Registration Number:	3043715	LOCAL PRESENCE - GLOBAL COMPETENCE	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5096		
Email:	nbrowand@milbank.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	38970.01000		

CH \$90.00 3745005

DOMESTIC REPRESENTATIVE

900202105

**TRADEMARK
 REEL: 004622 FRAME: 0815**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	09/14/2011

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 30, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), among DSI UNDERGROUND SYSTEMS INC., DYWIDAG SYSTEMS INTERNATIONAL USA, INC. (each, a "**Grantor**") and IKB DEUTSCHE INDUSTRIEBANK AG, as security agent for the Secured Parties (as defined in the Facilities Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

- (A) TENSION II AcquiCo S.á.r.l. (the "**Company**") entered into a Syndicated Facilities Agreement, dated June 10, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**"), with, amongst others, IKB DEUTSCHE INDUSTRIEBANK AG and Barclays Capital, as Mandated Lead Arrangers (each, an "**Arranger**"), the financial institutions party thereto as lenders (the "**Senior Lenders**"), IKB DEUTSCHE INDUSTRIEBANK AG, as Agent for the Senior Lenders (in such capacity, the "**Agent**") and the Security Agent.
- (B) The Intercreditor Agreement dated June 10, 2011 has been entered into by amongst others, Tension II AcquiCo S.á.r.l as company and original debtor, Tension II LuxCo 4 S.á.r.l as original subordinated creditor and IKB Deutsche Industriebank AG as agent and security agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**").
- (C) Each Grantor is a party to a Pledge and Security Agreement, dated August __, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), in favor of the Security Agent pursuant to which each Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Facilities Agreement or, if not defined therein, the meanings set forth in the Intercreditor Agreement.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;
- (e) all reissues, divisions, continuations, continuations-in-part, renewals, reexaminations, or extensions of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement, dilution, or other violation of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations in accordance with the terms of the Facilities Agreement, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties, a continuing security interest in and Lien on all of the Grantor's right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and each Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in (i) any application for registration of a Trademark filed in the United States Patent and Trademark Office on the basis of an intent to use such mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, or (ii) any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 General Limitation on Guarantee Obligations

In any action or proceeding involving any state corporate law, or any state or Federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if a grant by a Grantor in Section 2 would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors on account of such grant, then, notwithstanding any other provision hereof to the contrary, the amount of such grant shall, without any further action by the

Grantor, the Security Agent or any other person or entity, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agent hereby acknowledges and affirms that any limitations set forth in the Pledge and Security Agreement that limit the Security Agent's enforcement or rights to the Intellectual Property Collateral are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

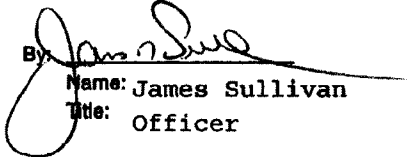
SECTION 7 Construction

In case of any inconsistencies between the terms of this Agreement and those of the Pledge and Security Agreement, the Pledge and Security Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DSI UNDERGROUND SYSTEMS, INC.

By: 
Name: James Sullivan
Title: Officer

DYWIDAG SYSTEMS INTERNATIONAL USA, INC.

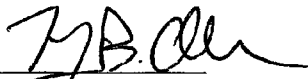
By: _____
Name: Nick Moses
Title: Director

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DSI UNDERGROUND SYSTEMS, INC.

By: _____
Name: Nick Moses
Title: Director

DYWIDAG SYSTEMS INTERNATIONAL USA, INC.

By: 
Name: Kerry Allen
Title: President

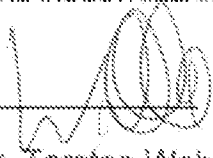
ACCEPTED AND AGREED:

IKB DEUTSCHE INDUSTRIEBANK AG, as Security Agent

By _____

Name

Title: Dr. Torsten Wehrhahn
Abteilungsleiter



Daniel Lohken
Prokurist

SCHEDULE I
COPYRIGHT REGISTRATIONS

(A) U.S. REGISTERED COPYRIGHTS

<u>Title</u>	<u>Copyright Reg. No.</u>	<u>Date</u>
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None

(B) U.S. COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Copyright App. No.</u>	<u>Date</u>
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None

(C) U.S. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date</u>
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None

SCHEDULE II
PATENT REGISTRATIONS

(D) U.S. REGISTERED PATENTS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached IP Annex

(E) U.S. PATENT APPLICATIONS

<u>Patent</u>	<u>App. Serial No.</u>	<u>Date</u>
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See attached IP Annex

(F) U.S. PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date</u>
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South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited, dated 15 March 2000, regarding South African Patent No. 2001/6362.

South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited, dated 4 December 2000, regarding South African Patent No. 2001/4161.

**SCHEDULE III
TRADEMARK REGISTRATIONS**

(G) U.S. REGISTERED TRADEMARKS

Trademark _____ Reg. No. _____ Date _____

See attached IP Annex

(H) U.S. TRADEMARK APPLICATIONS

Trademark _____ App. No. _____ Date _____

See attached IP Annex

(I) U.S. TRADEMARK LICENSES

Name of Agreement _____ Parties _____ Date _____

South Africa Licensing Agreement, by and between DSI Underground Systems, Inc. and H.M. License Company (Proprietary) Limited, dated 1 October 2006, regarding the FASLOC mark.

Patent List

DSI Underground Systems, Inc. (f/k/a Fasloc, Inc.)

Country	Title	Application No.	File Date	Patent No.	Issue Date	Expiration Date
US	GROUTING COMPOSITIONS	09273040	19-Mar-1999	6541545	01-Apr-2003	19-Mar-2019
US	GROUTING COMPOSITIONS	09/500561	09-Feb-2000	6545068	08-Apr-2003	09-Feb-2020
US	ANCHOR BOLT INSTALLATION METHOD	08/299122	2-Sept-1994	5,397,202	14-March-1995	2-Sept-2014
US	COMPRESSIBLE SUPPORT COLUMN	09/157,563	21-Sept-1998	6,079,910	27-June-2000	16-May-2021
US	CABLE COUPLER HAVING RETAINED WEDGES	11/224,492	12-Sept-2005	7,384,216	10-June-2008	12-Sept-2025
US	CABLE COUPLER HAVING RETAINED WEDGES	12/135,907	9-June-2008	7690868	06-Apr-2010	04-Nov-2025
US	TENSION CABLE TRUSS SUPPORT SYSTEM	08/994,940	19-Dec-1997	5,913,641	22-June-1999	19-Dec-2017
US	ROOF TRUSS SHOE HAVING WEDGE RETENTION DEVICE AND METHOD OF USING THE SAME	11/548,170	10-Oct-2006	7717650	18-May-2010	12-Jun-2025
US	WEDGE BARREL FOR A MINE ROOF CABLE BOLT	10/676,057	1-Oct-2003	6,881,015	19-April-2005	1-Oct-2023
US	WEDGE BARREL FOR A TWIN CABLE MINE ROOF BOLT	11/204,703	16-Aug-2005	7,066,888	27-June-2006	16-Aug-2025
US	TRUSS SHOE FOR A MINE ROOF AND METHOD	10/725,895	2-Dec-2003	7,119,310	10-Oct-2006	2-Dec-2023
US	LOW PROFILE MINE ROOF SUPPORT	12/058,294	28-March-2008	7,585,394	15-Sept-2009	28-March-2028
US	EXPANSION SHELL ASSEMBLY	10/822,455	12-April-2004	7,722,295	25-May-2010	11-Jan-2022
US	EXPANSION SHELL ASSEMBLY	10/044,467	11-Jan-2002	6,742,966	1-June-2004	11-Jan-2022
US	GROUND SUPPORT INSERTION TOOL	12/080,100	31-Mar-2008	7,712,838	11-May-2010	31-Mar-2028
US	FRICTION STABILIZERS AND ROOF BOLT HEAD MARKINGS	12/221,815	06-Aug-2008	7,780,377	24-Aug-2010	06-Aug-2028
US	DOME HEADED ROOF BOLT	12/008,500	11-Jan-2008			

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Dywidag Systems International USA, Inc.

Country	Title	Application No.	File Date	Patent No.	Issue Date	Expiration Date
US	MINE ROOF SUPPORT SYSTEMS	07/928,496	11-Aug-1992	5,238,329	24-Aug-1993	23-Aug-2011
US ¹	CONCRETE ELEMENTS AND CONNECTORS THEREFOR	08/146,538	01-Nov-1993	5,561,956	08-Oct-1996	01-Nov-2013

¹ U.S. Patent No. 5,561,956 was never formally assigned from inventors to Dywidag Systems International USA, Inc.

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Trademark List

DSI Underground Systems, Inc. (f/k/a Fasloc, Inc.)

Country	Trademark	Ser. No.	File Date	Reg. No.	Reg. Date
US	CABLELOC	74/635060	15-Feb-1995	1,948,941	16-Jan-1996
US ²	COAL POST	74/248902	02-Feb-1992	1,732,466	17-Nov-1992
US	D-DOME	77/405364	25-Feb-2008	3,608,242	21-Apr-2009
US	DUO SPEED	77/688854	11-Mar-2009	3,691,943	06-Oct-2009
US	FASLOC	73/001824	24-Sept-1973	1,012,792	10-June-1975
US	MINICAGE	77/088416	16-Jan-2007	3,472,990	22-Jul-2008
US	OMEGA BOLT	78/327467	13-Nov-2003	3,059,957	21-Feb-2006
US	TANDEM ANCHOR	77/961716	17-Mar-2010	-	-
US	TRI-LOG	75/612867	01-Oct-1999	2,488,892	11-Sep-2001

² Walter Bau-Aktiengesellschaft listed as owner.

Dywidag Systems International USA, Inc.

Country	Trademark	Ser. No.	File Date	Reg. No.	Reg. Date
US	DYNA FORCE	77/082942	15-Jan-2007	3,745,005	02-Feb-2010
US	DYNASHIELD	78/408317	26-Apr-2004	3,086,371	25-Apr-2006
US	LOCAL PRESENCE - GLOBAL COMPETITION	76/598096	18-Jun-2004	3,043,715	17-Jan-2006

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